

WINTERS, DEATON & BRIGGS

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March 22, 1984

RECORDATION NO. 143001X
Filed 6425

MAR 26 1984 3 15 PM

INTERSTATE COMMERCE COMMISSION

REGISTERED MAIL

Secretary

Interstate Commerce Commission
Washington, D.C. 20423

Re: Assignment of Rights Under Mortgage

Gentlemen:

On behalf of our client, Commercial Bancshares, Inc., enclosed please find an original and two (2) certified true copies of Assignments from LAMCO, Inc. ("Assignor") to Commercial Bancshares, Inc. ("Assignee") of the following mortgage, which mortgage covers tank cars:

Mortgagor:

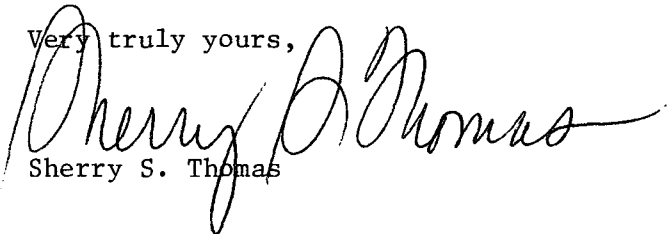
R. RICHARD LINCOLN

Mortgagee:

LAMCO, Inc.

I enclose the Firm's check in the amount of \$10.00 in payment of your recording fee for recordation of the enclosed Assignment. Please return the original document to the undersigned.

Very truly yours,


Sherry S. Thomas

/jkm

Enclosure

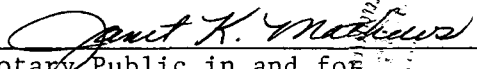
RECORDATION P.O. 14300 / A
Filed 1428

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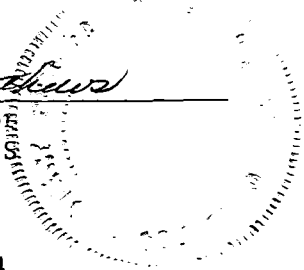
INTERSTATE COMMERCE COMMISSION

CERTIFICATE

I, JANET K. MATHEWS, a Notary Public, certify that the attached is a true and correct, unaltered copy of the original thereof. Such copy was made by me on the 22nd day of March, 1984, from the original, executed instrument.


Notary Public in and for
The State of T E X A S

JANET K. MATHEWS
Notary Public, State of Texas
My Commission Expires 4/18/84



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ASSIGNMENT

INTERSTATE COMMERCE COMMISSION

FOR VALUE RECEIVED, we, the undersigned, hereby sell, assign, and transfer to COMMERCIAL BANCSHARES, INC. (herein called "CBI"), its successors and assigns, the annexed conditional sale contract and/or lease and/or security agreement (herein called the "Contract") dated Dec. 30, 1983, between

Lamco, Inc., as Seller/Lessor/Secured Party and R. Richard Lincoln

as Buyer/Lessee/Debtor (herein called "Obligor"), together with the sums payable thereunder and all our right, title, and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies, and powers relating thereto, with good right in CBI to collect and discharge the same.

We represent, warrant, and agree as to said Contract: We have good title thereto and to the property described therein and good right to sell, lease, and transfer the same without the joinder or consent of any other party; it is a valid obligation arising out of the installment sale or lease or mortgage of the property described therein to/by the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan, or mortgage; it reserves a valid, free, and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets, and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State, and Municipal laws, rules, or regulations having the force of law regarding conditional sale contracts, leases, loans, security agreements, and installment paper; it has been properly filed or recorded in order to perfect the security or other interests created therein and to gain priority over all other claimants, and will be re-filed or re-recorded where necessary, without cost to CBI; the property described therein has been delivered, accepted, and installed, will be satisfactorily maintained and protected, and will operate to the satisfaction of the Obligor; and there is presently unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by said Contract, the payment of which is hereby guaranteed by the undersigned if not paid by the Obligor, together with interest, attorneys' fees, court costs, and other expenses in connection therewith (the aforesaid being a guarantee of payment rather than collection). We further represent, warrant, and agree that CBI has and will at all times continue to have a valid and enforceable first lien on the property described in said Contract; that CBI may in our name endorse any notes or any other obligations given in connection with said Contract and all remittances received; and we give express authorization to CBI to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said Contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations, and agreements contained in the most recent agreement between the undersigned and CBI, if any, applicable to the purchase of any instrument as defined therein, by CBI from us, are incorporated herein by reference and are deemed repeated herein to induce CBI to accept this assignment. We hereby waive

notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment, and notices of every kind and nature with respect to any notes or any other obligations given in connection with said Contract. In addition to the foregoing, it is agreed that we guarantee and shall be fully liable for payment of all of Obligor's obligations under the Contract in full immediately upon the sale, transfer, assignment, or conversion of the property described in the Contract, and/or if CBI is unable to promptly retake possession of the property described in the Contract free and clear of any other liens and encumbrances in the event of a default under the Contract. We hereby waive all defenses available at law or in equity to sureties and guarantors, understanding that the foregoing is an unconditional guarantee of payment of the obligations set forth in the Contract.


We represent and warrant that, as of the day of execution hereof, the unpaid balance of the Contract assigned hereby is \$ 26,484.00 + interest as called for in the Contract.

All of the representations and warranties contained herein are joint and several obligations of each of the undersigned.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 1st day of February, 1984.

SELLER/LESSOR/SECURED PARTY

Lamco, Inc.

By: 
Name: Wayne A. Jansen
Title: President

SELLER/LESSOR/SECURED PARTY

By: _____
Name: _____
Title: _____